Subject: "Reply to the queries with respect to **"Appointment of Concessionaire on Design Build Finance Operate and Transfer (DBFOT) with 100% Concessionaire Investment for the Collection, Primary Transportation, Secondary Transportation to Proposed Processing Plants at 5 Locations having Processing Capacity of 500 TPD Each at 4 Locations And 1000 TPD at 1 Location Including Establishment of above 5 Processing Plants"**

SL.NO.	REFERENCE VOL / PAGE NO. / CLAUSE	TEXT PROVIDE IN RFP/CA	QUERY IN DETAIL	REPLY	REMARKS
A. Agency - 1					
1	Clause 2.1, point 10 a & b of RFP	Payment by Bulk Generators as per approved rate of BSWML	Do we have approved rates. And can products be sold back to the generators and can clause be provided for the same	A procedure shall be established that "all BWG shall send a request letter to BSWML indicating the approximate quantity to be generated from the either new construction, demolition or renovation indicating the tentative quantity. In turn BSWML through system shall intimate to the concessionaire to collect the waste from such BWG. The rates for C&T and P&D shall remain same as approved rates under this contract. The payment based on the approved quantities shall be paid directly from BWG to concessionaire. If there is any difference in actual quantities to the final transported quantities are noticed, in such cases, such difference in quantities, as per electronic weighment prints uploaded through the Control Command Centre (CCC) shall be final."	It is proposed that BSWML shall send a proposal to UDD to issue the order to this effect.

				The processed output quantities with respect to input quantities as per RFP document chapter 2 clause: 48.7 shall be referred to assess the quantification. Based on the above standard, the quantities disposed shall be available for resale. The resale values of the processed products shall be considered as per SOR rate and included in Concessionaire agreement.	
2	Clause no. 2.1 point no. 16 of RFP	The Bidder has to dispose of the inerts at the suitable location and appropriate manner as per the methodology and rules of the receiving area and with approvals from competent authority	Is there any designated location if so please provide us the list	Suitable location such as abandoned stone quarry sites will be notified for disposal of inert and the details of the Same will be provided at the time of signing of agreement with successful bidder.	Shall notify the disposal sites to the successful concessionaire and rate per ton shall be same as per the subject contract for C&T.
3	Clause no. 2.1 point no. 22 of RFP	The successful bidder has to establish control room, workshop on the processing plant site itself	Please provide a separate space for this purpose	Tender Condition prevails	
4	Clause no. 2.1 point no. 26 of RFP	The contractor should keep a track of the generation of construction and demolition waste within the BSWML limits and establish a database and update on a regular basis in-	Please specify which agency will be responsible for coordination and outline the roles and responsibilities of each involved agency	The concessionaire is responsible to establish the data based platform and link the same with control command centre of BSWML also for smooth operations.	

		order to optimize its processing facility			
5	Clause no. 2.1 point no. 34 of RFP	The additional required area for the stacking of raw materials and finished products, shall be made available to the plant to handle any generation of C&D waste in the proposed jurisdiction area assigned to the contractor. The processed materials obtained after processing the C&D waste must comply with IS standards & specifications	The document should include the statement mentioning about scalability and utilization of recycled products & aggregates from the processing of C&D waste and that the profit earned from the selling of C&D products shall be utilized by the bidder itself for operation & maintenance of the project	Already included in Article 19, Clause no. 19.3 (a) & (c) at page no. 118 of DCA.	
6	Clause no. 2.1 point no. 37 of RFP	Mobilisation Period: 01 months from the date of receipt of letter of acceptance or from the date of handing over of the site, whichever is better.	It should be minimum 12 months	The mobilization should start within 1 month from the date of issue of Work Order or from the date of handing over of the land, whichever is later and service level benchmark for mobilization period is applicable as per article 2 of DCA at S.No. 37.2. Refer addendum issued for the correctness of mobilization period.	
7	38.2 wrongly mention 37.2 a. Transportation mechanism of RFP	The operational house of collection & Transportation is in two shifts	It should be flexible.	The tender document condition prevails. However, depending upon the traffic norms of city, the flexibility can be allowed to	

				operate with the consent of traffic police rules. Refer Addendum.	
8	Clause no. 2.1 point no. 41 (7) of RFP	**Schedule of Penalties** Lump sum penalty for not starting the work after completion of mobilization period - Rs.20,000/- per day	A grace period should be provided or delays due to approvals from should not incur penalties, as multiple agencies will be involved in the effective implementation of the process. There may be initial hiccups, so some relaxation is needed until the project is fully operational	The document condition prevails.	
9	Clause no. 2.1 point no. 41 of RFP	**Schedule of Penalties** 1. If the total penalty amount reaches 10% of contract cost, BSWML may consider to terminate the contract & initiate further legal action which may including blacklisting. 2. Rate of penalty will be increased by 10% every year rounding off to the nearest rupee.	**1.** Instead of stating 10% of contract cost for project termination, a performance based penalty mechanism should be established. The mechanism should include default percentages for 1st, 2nd, 3rd and subsequent months. The project should be terminated only after determining a final percentage of default that persist for three consecutive months. A similar approach is detailed in point no. 5 of table for Penalty for Non-Processing & Non Disposal of C&D Waste at page no. 23	The document condition prevails.	

			2. The penalty provisions should be linked to adjustments. Additionally, penalty should not be imposed on the contractor if a Govt body or agency fails to fulfil its obligations as mandated by applicable law		
10	Clause no. 2.1 point no. 43 of RFP	Contract period	Mobilisation period should be excluded	The document condition prevails.	
11	Clause no. 2.1 point no. 46.4 of RFP	This being a green initiative, may be entitled to Carbon Credits. The Contractor may be required to apply for availing the carbon credits, and can avail the same. If credits are generated, they will be shared in 70% (Concessionaire) to 30% (BSWML)	It should include provisions for both carbon and green credits	GOI Green credit policy is applicable.	
12	Clause no. 3.1 point no. 3.1.1 of DCA	Only those Applicants whose Technical Proposals get a score of [75 (seventy five) marks] or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).	Please amend the technical score threshold from 75 marks to 60 marks as specified in clause no. 3.1.7 at page no. 64. Specifically, only those Applicants whose Technical Proposals get a score of [60 marks] or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST). The same is	Tender Condition prevails	

			to be corrected for clause no. 3.2 at page no. 64		
13	Clause no. 4.1.3, point no. of DCA	**Conditions Precedent for the Concessionaire-** Ensure no fresh Waste is dumped at the unauthorized spots within defined jurisdiction of the concessionaire assigned to collect, transfer 3000 TPD C&D Waste;	The Authority should ensure that new waste at dumped at unauthorized sites once this contract become effective	The document condition prevails.	
14	Clause no. 9.1, 9.2, 9.3 of DCA	9.1 Performance Security - 9% of the Bid Project Cost during construction & mobilization period 9.2 ESHS Performance Security - 1% of the Bid Project Cost (O&M period) 9.3 Collection, Transportation & Processing Security - 4% of the Bid Project Cost (O&M Period)	Request to assign single combined performance security for the entire project	This clause is inline with NITI AAYOG contract conditions. Hence, no change.	
15	Clause no. 9.10 of DCA	Technology Performance Security - 5% of the aggregate Bid Project Cost (the "Technology Performance Security")	Request to assign single combined performance security for the entire project	This clause is inline with NITI AAYOG contract conditions. Hence, no change.	
16	Article 13 and Article 14 of DCA	Article 13 - The State Government and BSWML shall appoint a third-party engineering firm Article 14- The State Government and BSWML shall	Both should be combined with PMU incorporating Project Engineer's scope of work (as mentioned in Article 13) to avoid duplications or discrepancies in project. This integration will facilitate easier monitoring for	The Independent Engineer shall be appointed by BSWML to monitor the overall performance of the contract.	

		appoint project level Project Management Unit (the "PMU")	both the Authority and the Concessionaire		
17	Clause no. 16.6, point no. 16.6.2 of DCA	Utilities - Specifically, to procure water for the O&M of the Project Facilities, the Concessionaire may dig borewells at the Site(s) after obtaining all Applicable Permits (including any no-objection certificates from the Central Ground Water Authority or the relevant state authority)	The Authority should promote the reuse of treated wastewater for the O&M of the project facilities instead of digging borewell at the site. As per GOK, GO no. 49 dated 22.03.2024, only treated waste water from STP Govt or Private to be used to make it completely sustainable initiative	As the proposed project's sites are located in remote areas, then for the digging of bore-well, if required by concessionaire, shall be as per the consent from concerned departments.	
18	Clause no. 16.7.2, point no. a (i), (iv) of DCA	**Records and Reporting Requirements** - records of the quantum and characteristics of the Solid Waste received at, and the processed disposables discharged from the Project Facilities; and	It should be C&D waste instead of solid waste	Refer the addendum.	
B. Agency - 2					
19	Clause 2.0, point 10 a & b of RFP	Payment by Bulk Generators as per approved rate of BSWML	a) What are the approved Rates, please clarify. b) It is also request to add a clause/condition that the Bulk waste generators must be responsible to take back the processed materials at the rates as per the prevailing Scheduled rates within 30 days from the date of supply the waste to	Refer to reply for query number 01.	

			processing plants to enable to clear the processed waste heaps from the processing centres c) Also, all government projects must insist to take the processed materials for their projects. To this effect a condition, need to be included in KPWD Contract data to enable us to supply the processed waste.		
20	Clause 2.0, point 11 of RFP	Provision of load cell in vehicle	Manufacturers do not provide load cell in vehicles	The document condition prevails.	
21	Clause no. 2.0 point no. 16 of RFP	The Bidder has to dispose of the inerts at the suitable location and appropriate manner as per the methodology and rules of the receiving area and with approvals from competent authority	It is requested to provide the designated location for the disposal of inerts/ rejects. In case, such designated site is located outside the project boundary, or in a future, it will be relocated, then the extra distance travelled shall also be reimbursed by the Authority as per the approved rate of BSWML rates.	Refer to reply for query number 02.	
22	Clause no. 2.0 point no. 22 of RFP	The successful bidder has to establish control room, workshop on the processing plant site itself	Please provide a separate space for this purpose	Refer to reply for query number 03.	
23	Clause no. 2.0 point no. 26 of RFP	The contractor should keep a track of the generation of construction and demolition	This need coordination among various agencies	Refer to reply for query number 04.	

		waste within the BSWML limits and establish a database and update on a regular basis in-order to optimize its processing facility			
24	Clause no. 2.0 point no. 34 of RFP	The additional required area for the stacking of raw materials and finished products, shall be made available to the plant to handle any generation of C&D waste in the proposed jurisdiction area assigned to the contractor. The processed materials obtained after processing the C&D waste must comply with IS standards & specifications	The document should include the statement mentioning about scalability and utilization of recycled products & aggregates from the processing of C&D waste and that the profit earned from the selling of C&D products shall be utilized by the bidder itself for operation & maintenance of the project	Refer to reply for query number 05.	
25	Clause no. 2.1 point no. 36 of RFP	Collection, transportation & disposal of MSW & Biomedical Waste	The Authority should specify the existing system prevalent for collection, transportation and disposal of MSW and biomedical waste in the project area for better transparency and monitoring in the entire system	Beyond the scope of project.	
26	Clause no. 2.1 point no. 37 of RFP	Mobilisation Period: 01 months from the date of receipt of letter of acceptance or from the date of handing over of the site, whichever is better.	It should be minimum 9 months	Refer to reply for query number 06.	
27	38.2 wrongly mention 37.2 a. Transportation mechanism of RFP	The operational house of collection & Transportation is in two shifts	It should be flexible. Some small vehicles should also be included	Refer Addendum	

28	Clause no. 2.1 point no. 39 of RFP	Print media	Information to the public should be further publicized through information being displayed on the collection & transportation vehicles and further use of social media platforms	The print media is already is available in clause: 39 vide chapter 2 of RFP. Any improvement as per the bidders' proposal is acceptable.	
29	Clause no. 2.1 point no. 41 (7) of RFP	**Schedule of Penalties** Lump sum penalty for not starting the work after completion of mobilization period - Rs.20,000/- per day	There should be some grace period/ or it should not be levied if delay due to approvals	The tender document condition prevails.	
30	Clause no. 2.0 point no. 41 of RFP	**Schedule of Penalties** 1. If the total penalty amount reaches 10% of contract cost, BSWML may consider to terminate the contract & initiate further legal action which may including blacklisting. **2.** Rate of penalty will be increased by 10% every year rounding off to the nearest rupee.	**1.** Instead of stating 10% of contract cost, there should be mechanism for identifying the final percentage for terminating the project. Such as, Authority should adopt the performance-based penalty mechanism starting from default in 1st, 2nd, 3rd and consecutive months while providing specific percentage of default to that particular month and terminate the project after arriving the final percentage of the default continuously for 3 consecutive months. The similar case is already	The tender document condition prevails.	

			specified in point no. 5 of table for Penalty for Non-Processing & Non Disposal of C&D Waste at page no. 23 **2.** It should be linked with increase with Rates		
31	Clause no. 2.0 point no. 43 of RFP	Contract period	Should exclude mobilisation period	The document condition prevails.	
32	Clause no. 2.0 point no. 46.4 of RFP	This being a green initiative, may be entitled to Carbon Credits. The Contractor may be required to apply for availing the carbon credits, and can avail the same. If credits are generated, they will be shared in 70% (Concessionaire) to 30% (BSWML)	It should include both carbon and green credits	Refer to reply for query number 11.	
33	Clause no. 2.2.2 point no. A of RFP	Safety Expert: Post-Graduate in any discipline with minimum diploma in Industrial safety	Education Qualification of Safety Expert is missing	Same as per the qualification mentioned.	
34	Clause no. 3.1 point no. 3.1.1 of RFP	Only those Applicants whose Technical Proposals get a score of [75 (seventy five) marks] or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).	Request to change the technical score from 75 marks to 60 marks which has been mentioned again in clause no. 3.1.7 at page no. 64 i.e. Only those Applicants whose Technical Proposals get a score of [60 marks] or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the	Refer to reply for query number 12.	

			lowest on the basis of their technical score (ST). The same is to be corrected for clause no. 3.2 at page no. 64		
35	Clause no. 4.1.3, point no. of DCA	**Conditions Precedent for the Concessionaire-** Ensure no fresh Waste is dumped at the unauthorized spots within defined jurisdiction of the concessionaire assigned to collect, transfer 3000 TPD C&D Waste;	Such condition should be taken care off by the Authority that no fresh waste is dumped at the unauthorized spots	The document condition prevails.	
36	Clause no. 9.1, 9.2, 9.3 of DCA	9.1 Performance Security - 9% of the Bid Project Cost during construction & mobilization period 9.2 ESHS Performance Security - 1% of the Bid Project Cost (O&M period) 9.3 Collection, Transportation & Processing Security - 4% of the Bid Project Cost (O&M Period)	Request to assign single combined performance security for the entire project	The document condition prevails.	
37	Clause no. 9.10 of DCA	Technology Performance Security - 5% of the aggregate Bid Project Cost (the "Technology Performance Security")	Request to assign single combined performance security for the entire project	The document condition prevails.	
38	Clause no. 13.2 of DCA	**Remuneration -** All fees, costs, charges and expenses payable	This cost is required to be shared equally between the Authority	The document condition prevails.	

		to the Project Engineer shall be borne by the Concessionaire at the rates mutually agreed by both the parties and in general the total fee for this purpose is 1.5% of the total project cost including the O&M cost.	and the Concessionaire in ratio of 50:50. The Authority shall then deduct the Concessionaire's part of the payment made to the Project Engineer from amounts due to the Concessionaire under this Agreement	The payment towards consultancy charges for independent engineer shall be collected from the concessionaire at 1.5% from each invoice and the payment to independent engineer shall be settled by BSWML. If any saving on this account, the same shall be returned to concessionaire after the financial closure of the accounts.	
39	Article 13 and Article 14 of DCA	Article 13 - The State Government and BSWML shall appoint a third-party engineering firm Article 14- The State Government and BSWML shall appoint project level Project Management Unit (the "PMU")	Both should be combined and PMU shall include Project Engineer scope of work (as mentioned in Article 13) to avoid duplications or discrepancies in monitoring of the project as both the Articles will perform the same work. Further to facilitate easy monitoring for both the Authority and the Concessionaire	The Independent Engineer shall be appointed by BSWML.	
40	Clause no. 16.6, point no. 16.6.2 of DCA	Utilities - Specifically, to procure water for the O&M of the Project Facilities, the Concessionaire may dig borewells at the Site(s) after obtaining all Applicable Permits (including any no-objection certificates from the Central Ground Water Authority or the relevant state authority)	The Authority should promote the reuse of treated wastewater for the O&M of the project facilities instead of digging borewell at the site.	Refer to reply for query number 17.	

41	Clause no. 16.7, point no. a & c of DCA	**Online Monitoring and Meters** a) The online monitoring devices should be capable of measuring and analyzing the quantum and characteristics of the Solid Waste at the Processing facility and decentralized units and of the quantum and quality of disposables discharged from the Sites b) The Concessionaire shall record and transmit all data collected from the online monitoring systems and the meter reading of the grade, volume and characteristics of the incoming Solid Waste and the processed disposables	It should be C&D waste instead of solid waste	Refer the addendum.	
42	Clause no. 16.7.2, point no. a (i), (iv) of DCA	**Records and Reporting Requirements** - records of the quantum and characteristics of the Solid Waste received at, and the processed disposables discharged from the Project Facilities; and	It should be C&D waste instead of solid waste	Refer the addendum.	
43	Clause no. 16.8 of DCA	Design Capacity Utilization	It should be C&D waste instead of solid waste	Refer the addendum.	
44	Clause no. 18.2 of DCA	**Escrow Account –** a) the Concessionaire shall open the Escrow Account	**a)** the Authority shall open the Escrow Account with the	The document condition prevail.	

		with the Escrow Bank in accordance with the Escrow Agreement b) the Concessionaire shall deposit an amount equivalent to the first [12 (twelve] months royalty and 12 (twelve) months Revenue sharing amount that the Escrow Account is funded; and	Escrow Bank in accordance with the Escrow Agreement **b)** The Authority shall deposit the minimum amount in the Escrow account so as to ensure that the Escrow Account is funded with the Minimum Escrow Balance		
45	Clause no. 1.1.1 of DCA	Bid finance operate and transfer (DBFOT) with 100% Concessionaire Investment for the collection, primary transportation, secondary transportation to proposed plants at 5 locations having processing capacity of 500 TPD	Need clarification. It is only mentioned as collection primary & secondary transportation of C&D waste. Processing of C&D waste to be included.	Kindly read the Name of the work it includes collection, transportation and processing and disposal of C & D waste.	
46	Clause no. 2.0 (9) of DCA	Such generators have to book their request, make payment & store C&D waste within their premises ready for lifting.	Directly to contractor/ Concessioner.	The document condition prevails.	
47	Clause no. 2.0 (10) (a) of DCA	Bulk generator will make payment to BSWML per the rates approved by BSWML and BSWML in turn pay to the concessionaire as per the extent of the approved rates.	Bulk generator shall make payment directly to the contractor	Refer to reply for query number 1.	
48	Clause no. 16 of DCA	All payments should be linked to the online portal at least weekly basis	To be removed	The document condition prevails.	

49	Clause no. 23 of DCA	Ensure that C&D waste being generated in its contract area is not being littered along the road side or disposed-off at existing MSW dumpsite(s)	It is not the responsibility of the contractor to monitor for road side disposal.	Refer the clause: 41 vide article 2 of DCA and adhere to the same.	
50	Clause no. 34 of DCA	a) The additional required area b) The processed materials obtained after processing the C&D waste must comply with IS standards & specifications	a) The additional land to be arranged by authority b) To be removed	The document condition prevails.	
51	Clause no. 41 of DCA	Schedule of Penalties	As the penalty clause is very harsh, kindly remove the same	The document condition prevails.	
52	Clause no. 43 of DCA	The contract period shall be 15 years inclusion of mobilization period	30 years	The document condition prevails.	
53	Clause no. 44 of DCA	Joint venture/ Consortium/LLP is as per the KW-6 standard clause limiting to maximum 3 partners	Allow or permit individuals also to be part of JV	The document condition prevails.	
54	Clause no. 46.3 of DCA	The contractor shall solely responsible for taking various statutory and non- statutory clearances for the project from all concerned authorities	The Authority should support the Contractor for obtaining approvals	Already included in DCA. Please refer clause: 6.1 vide article 6 of DCA - General Obligations of BSWML	
55	Clause no. 47.1 of DCA	The rejects shall be disposed-off by the contractor at his own cost in suitable land and for which no separate payment shall be made. The successful applicant shall bear the total cost towards land.	Land for project and land for disposal of rejects shall be provided by Authority	Suitable location for disposal of inerts will be provided and same shall be informed before entering into agreement with the successful bidder.	
56	Clause no. 48.1 of DCA	Bidder to develop his own private land of minimum 5 acres	Land shall be provided by the Authority	Land shall be made available by BSWML at BSWML's own cost for	

				all infrastructural projects pertaining to this project of C&D Waste.	
57	Clause no. 49 (3) of DCA	The C&D waste processing facility by the contractor must earmark separate space for storage of C&D waste residues or aggregates obtained after processing for one month generation and while recycled products shall be stores for two/three months	Separate space for storage shall be provided by authority [Recycled products to be purchased by generators at rates prevailing in schedule within 30 days from date of supply of waste]	The document condition prevails. The Contractor shall earmark one separate space within the area of project facility for storage of C&D waste residues or aggregates.	
58	Clause no. 2.1.1 (b) of RFP	The applicant should be either a company or a registered partnership firm or a limited liability partnership.	Any Individual can also be a part of JV	The document condition prevails.	
59	Clause no. 2.3.2 of RFP	Concessionaire shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients or that may place it in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of BSWML	Kindly provide the clarity on the assignment of conflict	The document condition prevails.	
60	Clause no. 2.15.1 (b) of RFP	Including all taxes and d) land requirement	GST to be paid extra and land to be provided by the Authority	Taxes are exclusive and the concessionaire is fully responsible for such taxes, levies, cess or GST as applicable and mentioned in clause: 18.3 vide article 18 of DCA.	

				Land only shall be provided by the Authority.	
61	Clause no. 2.16.5 of RFP	The rates quoted shall be firm throughout the period	Rates should be escalated year on year	Already included. Please refer clause no. 18.1.1 of DCA - Bid Project Cost which includes Yearly escalation of 5% is applicable on tipping fee during O&M phase. Refer Addendum.	
62	Clause no. 2.16.7 a) of RFP	There is no ceiling on the number of members of JV/ Consortium	It was mention in earlier clause as 3 members	The maximum ceiling for the JV/ Consortium /Consortium of LLP is limited to 3 partners vide RFP clause number 44.1.	
63	Clause no. 2.20.1 of RFP	Bid Security Value	Kindly clarify bid security is 0.5% or 1 lakh	The document condition prevails. Kindly refer NIT.	
64	Clause no. 2.26.2 of RFP	The BSWML expect all the key personnel to be available implementation during of the agreement, the BSWML will not consider substation of key personnel except for reasons of incapacity or due to health	In case of key personnel dis-continuation, the authority shall not deduct any amount from contractor and should not terminate contract/agreement.	The document condition prevails. However change in Key- personnel requires the prior approvals for BSWML.	
65	Clause no. 2.27 of RFP	The applicant shall, subject to the provisions of the agreement, indemnify BSWML for an amount not exceeding 3 (three) times the value of the agreement for any direct loss.	Instead of 3 times, kindly make 3%	The document condition prevails.	

66	Clause no. 2.29.3 of RFP	The selected Bidder shall not be entitled to seek any deviation in the concession agreement except for the amendments to reflect facts or correct minor errors.	Concession agreement can be modified mutually between BSWML & concessionaire as per mutually agreed terms.	Accepted as per the clauses of the DCA.	
67	Clause no. 3.1.5 (a) (i) of RFP	In each of the financial years [mention the 5 Financial years preceding the proposal due date] the applicant's net worth shall be at least INR [25% to 33% of the bid project cost of the bid project]	In any one year out of 5 financial year preceding the proposal due date, the applicant's net worth shall be at least INR [25% to 33% of the bid project cost of the bid project]	In any 2 financial years in last Five Financial years. Refer Addendum.	
68	Clause 3.3 (f) and 3.3 (g) of RFP	3.3 (f) and 3.3 (g)	Contradictory in point no.3.3 (f) and 3.3(g) regarding final score. Kindly clarify the same.	The document condition prevails.	
69	Clause no. 16 of RFP	The Bidder will make all arrangements of waste, electricity, DRCC clearances consent to operate etc, and will obtain all other required mandatory permissions clearances at his own cost.	Approvals location to be allotted by BSWML, waste shall be arranged by BSWML	The document condition prevails.	
70	Clause no. 34 of RFP	and the contractor is borne to follow the same as per the instructions of the authority	However, such rate shall be economically viable for contractor	The document condition prevails.	
71	Clause no. 2.15.2 (b) of RFP	Clarified that taxes shall be deemed to be included	However, GST to be paid extra	The document condition prevails. Taxes are exclusive and the concessionaire is fully responsible for such taxes, levies, cess or GST as applicable as mentioned in clause:18.3 vide article 18 of DCA.	

C. Agency – 3					
72	Page 18 RFP - 2.1.(11) Scope of Proposal	Contractor has to install Load Cells/ On-board weighing mechanisms on all the vehicles deployed for the project. Specific weight at every spot of claimed and unclaimed C & D Waste shall be recorded, and contractor shall make the needful arrangement.	On-board weighing system for tippers is at present not a proven technology application for tipper, although there are some private entities providing such services, on Vehicle manufacture as given their own version of the same. Hence it is requested that this should not be made a mandate to install a on board weighing system and a traditional weigh bridge at the processing facility or any private weighbridge after due approval for BBMP to be considered for weighment purpose.	The document condition prevails.	
73	Page 22 RFP Clause 38	38.3 Minimum capacity of Hook Loaders/Tippers/Trucks shall be of 7500 kg GVW for primary collection and 28000 Kg GVW shall be for secondary transportation	Hook loader bins/truck are not the ideal transportation equipment for C&D Waste. Hence request to remove from the proposal.	The minimum required sizes are prescribed and bidders have liberty to deploy on need basis as per actual requirement within the contractual conditions.	

74	Recitals Cl.2, of DCA Pg 4	The BSWML represented and having its offices at NO. 30/1, 1st and 2nd Floor, UNI Buildings, Thimmaiah Road, Vasanth Nagar, Bengaluru – 560 002 (herein after referred to as the "BSWML" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns);	As the word "Authority" is frequently used in DCA and it is not defined in the Definitions and the involvement of the BBMP as the State Government, it is requested to pls define the word "Authority".	The authority means Managing Director, BSWML or their authorized representatives.	
75	**Article 2 DCA, Cl. 2.1.9**	For generators of C&D waste equal or more than 1 MT & less than 20 MT i.e Medium Generators, Concessionaire shall provide door-to-door collection facility. Such generators have to book their request, **make payment** & store C&D waste within their premises ready for lifting.	BSWML is requested to confirm whether the payment is to be made directly by the Generator to BSWML or to the concessionaire.	The payment towards C&T and P&D, for other than BWG, shall be paid by BSWML through escrow account.	
76	**Article 2 DCA , Cl. 2.1.8 & 2.1.9**	2.1.8 For less than **1 MT of C&D** Waste generator i.e **Small Generator**, Contractor has to provide door to door service for collection and transportation for less than 1	BSWML is requested to confirm how the C&D waste will be measured at the source and who will be responsible for certifying the quantum of waste generated	The payment shall be released based on the weighment receipt of weighing machine excluding the BWG waste through the online mechanism.	

		MT C&D Waste after confirmation of payment receipt paid to BSWML. 2.1.9) For generators of C&D waste equal or more than **1 MT & less than 20 MT** i.e **Medium Generators**, Concessionaire shall provide door-to-door collection facility. Such generators have to book their request, **make payment** & store C&D waste within their premises ready for lifting.	by the identified **Small & Medium Generators.**		
77	**Article 2 DCA , Cl.43.1**	Phase I – Mobilization Period- **Six Months.**	The said clauses are contradictory. BSWML is requested to clarify the exact period of the mobilization period.	Refer to reply for query number 06.	
78	**Article 2 DCA , Cl.37**	Mobilization period: **03** months from the date of receipt of letter of acceptance			
79	**Article 2 DCA , Cl.43.2**	Phase I –Mobilization Period- **Six Months** Phase II –Construction Period- **Eighteen Months** *Complete the construction and commissioning of the C&D Waste Processing*	The Clause is self-contradictory. We presume that total period required for obtaining COD from the LOA is **24 Months** (as per 3.1.1), of which 6 months is for mobilization and rest 18 months is for construction. BSWML is requested to confirm the same.	Refer Addendum.	

		*Facility in terms of the Agreement within **6 months from obtaining the required clearances** and development of Collection & Transportation facilities as well as fleet of adequate, suitable vehicles through procurement/ hiring/ owned within 12 months from the date of LOA.*			
80	**Article 15.1.2**	Concessionaire during and as a part of the Construction Period of **[24 months] from the Compliance Date**	The Construction period is mentioned as **24 Months from the Compliance Date,** in contrary to Article 43.1. Please confirm whether the construction period is **24** months from the **Compliance Date** or from the **LOA**.	Refer Addendum.	
81	**Article 2 DCA , Cl.46.2**	The projects relating to C&D Waste may require a number of clearances including but not limited to the following: • Prior Environmental Clearance. • Clearance from Airport BSWML of India (if the Landfill Facility is within 20 Kms from the airport).	As these permits are required prior to establishment & construction, we presume that BSWML will obtain all necessary permits to facilitate the project before the signing of agreement.	BSWML shall provide the assistance in forwarding the documents after receipt from concessionaire wherein, it is the responsibility of the concessionaire to obtain all approvals from concerned departments.	

		• Clearance from Development BSWML. • Traffic Police clearance for vehicular movement in the city. • If any statement requirements specified by MOEF, CC, MOHUA, NITIAAYOG, CPCB and KSPCB.			
82	**Article 2 DCA , Cl.47.1**	The successful applicant shall bear the **total cost towards land,** setting up the facility including design built , collection & transportation of C & D waste from the places in BSWML limits to the processing plant site.	The cost of land for project facilities and associated taxes shall be borne by BSWML, as the allotment of land for P&D facilities is within the scope of BSWML. BSWML is requested to confirm.	Accepted	
83	**Article 2 DCA , Cl.48.1**	Responsibility of the successful bidder to develop his **own private land of minimum 5 Acres** for each model of minimum 70 TPH and upto 200 TPH process for the 500 TPD capacity of C&D waste to be collected for the process at 500 TPD plant.			
84	**Article 2 DCA , Cl.48.7**	Revenue generated from processed C&D waste (components) shall be	We opine it is just indicative figures, as the same is subjected to market dynamics.	These indicative figures are given to bidder to assess the source of revenue to discount while they offer the tipping fee.	

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<td>minimum as per the below derived calculations;
<table><tr><th>S. No</th><th>Description of the item</th><th>Percer</th></tr><tr><td>1</td><td>Aggregate</td><td>24%</td></tr><tr><td>2</td><td>Sand</td><td>10%</td></tr><tr><td>3</td><td>Murrum/Soil</td><td>60%</td></tr></table></td>
<td>It is presume that this is just an indicative figure and does not hold mandate to the actual productions/ quantity.</td>
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<td>Article 3 DCA , Cl.3.2.11</td>
<td>To modify, adapt, upgrade or change the technology, from time to time, based on actual operations of the Processing Project Facility, Good Industry Practices and the requirements of the Project except in respect of the building by-laws, subject to no disruption in services and obligations;</td>
<td>If waste generation exceeds 3000 TPD, we request BSWML to either provide a capital grant for capacity augmentation or extend the concession period to cover the concessionaire's CAPEX.</td>
<td>As this is bidders' investment proposal, no grant shall be provided irrespective of the project.</td>
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<td>86</td>
<td>Article 4 DCA , Cl.4.1.2(b)</td>
<td>Conditions precedents for BSWML:

Provided a portion of land at the Dumpsite as demanded by the Concessionaire for setting up of Project Facilities</td>
<td>Request BSWML to exactly specify the Size of land that will be allocated to concessionaire.
1. Size of Land for P&D at all the 5 processing facilities and their location.</td>
<td>The size of the land parcels are indicated in clause: 2.0 (48.1) of RFP &
Clause: 6.1.2 of DCA for transfer stations.</td>
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		for **3000 TPD C&D** Waste, vacant and free from Encumbrances;	2. Size of Land for Transfer stations and their locations. 3. Location of Land for Inert Disposal.	The location of land for inerts shall be informed to the successful bidder.	
87	**Article 6.1.2 (a) DCA**	Identify and earmark / allocate parcel(s) of land, by itself, within or outside the Project Area for the purpose of setting up of Project Facilities including **transfer stations.**			
88	**Article 4 DCA , Cl.4.1.3**	The Conditions Precedent (CP) required to be satisfied by the Concessionaire within a period **of [90 (ninety)] days from the Execution Date** shall be deemed to have been fulfilled when the Concessionaire shall have	As the Cl 4.2.1 *Each Party shall make all reasonable endeavours at its respective cost and expense to procure the satisfaction in full of the Conditions Precedent relating to it within a period of [**180 (One Hundred & Eighty)]** days from the Execution Date,* also as per Cl 4.1.2 the CP's of BSWML is **180 days**, In light of both clauses, BSWML is requested to align the CP's for the Concessionaire to also be **180 days**.	The document condition prevails.	
89	**Article 4.2 DCA**		Request BSWML to add a clause in 4.2, stating that *"In the event that the Conditions Precedent need to be extended due to reasons*	The document condition prevails.	

			beyond the control of either party, the parties shall mutually provide notice to each other and agree to extend the Conditions Precedent accordingly."		
90	**Article 4.4 DCA**	the Concessionaire shall pay Damages to BSWML of an amount calculated at the rate of **[0.2% (zero point two per cent)]** of the Performance Security for each day"s delay until the fulfillment of the Conditions Precedent	We request BSWML to align the delay damages for the Concessionaire with those applicable to BSWML, as specified in Clause 4.3, which is **0.1%.**	The document condition prevails.	
91	**Article 4.5 DCA**	The date on which Financial Close is achieved and all the Conditions Precedent specified in Article 4.1, are satisfied or waived, as the case may be, shall be the **Compliance Date** which shall be the **date of the commencement** of the Concession Period.	BSWML is requested to please give clarification on the **commencement date** as both are contrary to each other.	Date of commencement for construction activities: The date of commencement for start of works will start from the date of issue of work order, or from the date of handing over of site whichever is later. Date of commencement for O&M activities: 7 days from the date of commercial operation date (COD).	
92	**Article 5.1.7 (w) DCA**	[intimate to the Project Engineer, BSWML, and the State Government, the date of **commencement of the Secondary Collection and**			

		Transportation (the "**Commencement Date**")			
93	**Article 5.2.2 DCA**	Before finalisation, the Concessionaire shall submit to BSWML and the State Government the drafts of all **Project Agreements** and the Collection, Transportation and Processing contract (if any) or any amendments or replacements thereto for its review and comments.	Request BSWML to delete this clause.	The document condition prevails.	
94	**Article 6.1(d) DCA**	As per PPP policy, **70%** of the land to be used for establishing processing plants is available and same is available.	Request BSWML to clarify the same. Also, BSWML is requested to specify the location and size of land for setting up the project facilities.	Yes, the indicative locations are shared in PIM. Kindly refer Annexure:1 of PIM.	
95	**Article 6.1.1 (e) DCA**	BSWML shall ensure that after obtaining the **EC on name of BSWML**, the land shall be transferred to Concessionaire before signing of the Agreement	Obtaining EC is the obligation of BSWML, BSWML to clarify the same. The same is missing under BSWML applicable permits under **Schedule 2 Cl.2.**	Refer to reply for query number 81.	
96	**Schedule 2 DCA**	BSWML applicable permits			
97	**Article 6.1.2 (e) DCA**	provide the Sites on **leave and license basis** free from Encumbrance to the Concessionaire and ensure that no barriers are erected	We believe it is **lease & license basis**. BSWML is requested to please specify the **Lease value** of the Land to be handed over to the	Land parcels vide clause 2.0 (48.1) of RFP shall be made available to bidder.	

		or placed on or about the Sites by any Government Instrumentality	concessionaire for setting up of project facilities.		
98	**Article 9.3 DCA**	As Condition Precedent to the COD, within 60 (sixty) days of the Construction Completion Date, or 30 (thirty) days before COD, whichever is earlier, the Concessionaire shall furnish an unconditional and irrevocable bank guarantee to the State Government and BSWML, for an amount equal to [4% (four per cent)] of the Bid Project Cost (O&M Period) (the "Collection, Transportation & Processing Security").	Kindly clarify why is this security amount required? Is it over and above the performance securities of 9% each to be provided during construction & mobilisation period and the O&M period mentioned in Cl 9.1.1 of DCA?	This is as per NITI AAYOG guidelines to safe guard the O&M contract, the Security Deposit towards O&M is mentioned. Hence, no change.	
99	**Article 13 DCA**	**The State Government and BSWML** shall appoint a third-party engineering firm with requisite technical expertise, knowledge and experience in the [design, engineering, construction, development, and operation] of [3000 TPD C&D waste....	1. We request BSWML to involve the Concessionaire in the appointment of the Project Engineer, as the appointment should not be unilateral. BSWML is requested to specify the date by which the Project Engineer will be appointed.	Independent engineer shall be appointed by BSWML at their discretion.	

100	**Article 13 DCA**	All fees, costs, charges and expenses payable to the Project Engineer shall be borne by the **Concessionaire** at the rates mutually agreed by both the parties and in general the total fee for this purpose is **1.5% of the total project cost** including the O&M cost.	This is against market norms. Request BSWML to bear 50% of fees, expenses of Project Engineer.	Refer to reply to query number 38.	
101	**Article 13.5 DCA**	Except as specifically provided in this Agreement, the **Project Engineer shall have no BSWML**, whether express or implied, to amend, vary or curtail any of the rights or obligations of the Parties.	Request to kindly clarify the mentioned clause.	BSWML shall be read as authority.	
102 (2)	**Article 15.8.2 DCA**	During the Construction Period, the **State Government shall:** b) make the **Construction Payments**, on satisfactory completion of the **relevant Payment Milestone**; and	Please clarify which are the components eligible for grants or construction payments. Please confirm whether there are Grant payments for construction. If so, kindly provide the payment milestones.	Grants not applicable.	
103	**Article 16.7 DCA**	16.7 Monitoring and Reporting	The entire article mentions processing of "**Solid Waste**"	Solid waste shall be read as C&D waste.	

			instead of Construction & Demolition waste. Kindly clarify.		
104	**Article 16.7.1 DCA**	(g) [If the Concessionaire sets up a **Waste to Energy Plant(s)**, then the Concessionaire shall install meters at the **Waste to Energy Plant(s)** to measure the total number of energy units (in kWh) generated from the **Waste to Energy Plant(s)** in each month of the O&M Period.]	Request to delete this clause as it is irrelevant and does not align with the scope of work given in the DCA/RFP.	Clause 16.7.1. (g) is not applicable. Refer addendum.	
105	**Article 18.1 DCA**	The Concessionaire shall invest the capital investment from the financing source that agreed by the concessionaire as per the RFP conditions there **shall not be any financial support** in any manner by either by BSWML or State government under this Article 18.	Both the Clauses are contradictory to each other. Request BSWML to clarify on the Grant i.e. **210.54 Cr.**	It is indicative capital investment by bidder to establish by processing plants and as such there is no grant is available for the project.	
106	**Article 18.1.1 DCA**	The Parties expressly agree that during the construction phase of project, the cost of construction of the Project, as on the Bid Date, **which is due**			

		and payable by the Authority/ State Government to the Concessionaire, shall be deemed to be **Rs. 210.54 crores** (the "Bid Project Cost")			
107	**Article 18.1.1 DCA**	Yearly escalation of **5% and WPI** is applicable for **Bid Project Cost during O&M phase.**	Request BSWML to please provide the formulae for computation of escalation for WPI. Also, please confirm whether it is CPI or WPI? Or Fixed Price escalation?	The fixed escalation at 5% year on year after successful completion of first year from the date of commercial operation date shall be considered and as such there will not to be any WPI/CPI. Refer Addendum.	
108	**Article 18.1.3(f) DCA**	The O&M Charges will be adjusted for the **Price Index Multiple** applicable on the Reference Index Date on an **annual basis.**			
109	**Article 18.1.3(n) DCA**	The C&D Payments shall be varied each year in the month of April (FY) in proportion to change in **Consumer Price Index**, issued by Ministry of Statistics and Program Implementation, Government of India.			
110	**Article 18.1.6 (h) DCA**	The O&M Payments shall be paid by the State Government or BSWML to the Concessionaire on a [monthly] basis. For each of the Project Facilities, the Concessionaire shall submit an Invoice to BSWML for each	BSWML is requested to please elaborate on the **Capex Annuity Grant**, as the sourcing of funds is completely done by concessionaire.	Refer Addendum.	

		[month/quarter] on or before the 7th (seventh) day of the [month], which should set out: (i) **the Capex Annuity due to the Concessionaire** in such [month], along with interest; (ii) the C&D Charges due to the Concessionaire in such [month];			
111	**Article 18.2 (b) (i) DCA**	The Concessionaire shall deposit an amount equivalent to the first [12 (twelve] months **royalty** and 12 (twelve) months Revenue sharing amount that the Escrow Account is funded; and	BSWML is requested to specify the details regarding the royalty.	Royalty is the cess on the finished products sold and the same shall be as per the requirement of department of mines and geology of GOK.	
112	**Article 18.2 DCA**	**Minimum Escrow Balance**	Request BSWML to add a Clause *"BSWML shall deposit minimum of 3 months O&M fee in advance"* which is general practise across PPP mode projects in the country.	The cess collected from the pollution generator as per the law shall be deposited in escrow account and same shall be available to pay the tipping fee to the concessionaire.	
113	**Article 18.3 DCA**	(g) Any Taxes payable in relation to the Sites shall be borne by the Authority.	As per this clause, the Authority shall also pay the property tax applicable for all the five sites where the C&D processing plants will be developed by the Concessionaire. Kindly clarify.	Yes, since the property title is in the name of BSWML, hence tax related to the site shall be paid by BSWML.	

114	**Article 18.6 (b) DCA**	The State Government or BSWML shall notify the Concessionaire at the time it exercises **its right to set-off** and shall provide the Concessionaire its reasons for exercising such right to set-off.	We request BSWML to delete this clause, as the Concessionaire may face significant liabilities if payments are not made.	The document condition prevails.	
115	**Article 18.5.2 DCA**	In the first instance of non-compliance (the "First Breach"), BSWML shall issue a notice to the Concessionaire on the first day of such non-compliance (the "First Breach Notice") requiring the Concessionaire to cure the **First Breach within [20 (twenty)] days from the date of the First Breach Notice.** If the First Breach is cured within [**2 (two)**] days of the First Breach Notice, then the Concessionaire shall not be liable to pay any Performance Liquidated Damages.	BSWML to please confirm whether it is **twenty days or two days**.	Both are in order, No change.	
116	**Article 24.3.1 (f) DCA**	**BSWML Event of Default and State Government Event of Default**	Requested BSWML to add a clause stating that *" If BSWML fails to allot encumbrance free land within the timelines"*	The document condition prevails.	

117	**Article 25 DCA**	**Termination Compensation**	i. The Clauses 25.1 & 25.2 are contradictory to clauses 24.4.5, BSWML to please confirm which shall prevail. ii. The Clauses 25.4 are contradictory to 21.6.	Clause 24.4.5 shall be prevailed, the clauses vide 25.1, 25.2 & 21.6 shall be replaced with the clause 25.4. Refer addendum.	
118	**Schedule 1 DCA**	7. **Excavate and segregate MSW** into as many kinds and categories as possible. Maximize the separation of recyclables viz. glass, metal etc. from the Dumpsite(s). Maximize the separation of waste into useful components such as compost, soil conditioner, recyclables, raw RDF, filler material (Soil, C&D) and un-useful material from the Dumpsite(s).	Request BSWML to delete this clause as the concessionaire is subjected to handle only C&D Waste.	The document condition prevails.	
119	**Schedule 17 DCA**	A. The State Government and BSWML, have decided to undertake the development and operation of integrated C&D Generation plant with 500 TPD SSOW processing plant and taking the O&M services from the concessionaire for period of	In the rest of the DCA, the O&M period is mentioned as 15 years. Kindly clarify.	Refer Addendum.	

		20 years on a PPP basis, with 100% concessionaire investment model for construction and establishment of processing plant and also to O&M of the plant for **20 years** at the concessionaire investment.			
120	**Schedule 17 DCA**	D. In consideration of the Concessionaire designing, engineering, 100% financing, procuring, constructing, installing, commissioning, operating and maintaining the Project on the Site(s) for the Concession Period of 20 years, and the concessionaire shall pay to BSWML towards the **royalty @ Rs. 8.00 Lakhs per month with** --- percentage of escalation per year on base year from date of the Commercial Operation Date (COD) and the concessionaire further shall deposit revenue sharing of Rs. --- per TPD of inflow capacity of the SSOW supplied to the processing plant by BSWML.	The payment of royalty **@ Rs. 8.00 Lakhs per month** has been nowhere mentioned in the conditions and clauses of RFP/DCA except in the said Schedule. Kindly clarify and provide details as it is an important consideration while quoting rates of tipping fees during the bidding process.	Refer Addendum.	

121	**General**		What in case the concessionaire receives the additional waste of more than 3000 TPD than the designated waste? BSWML to please clarify the same regarding the storage & processing of excess waste.	Refer to reply for query number 85.	
122	**General**		If less than 3000 TPD is generated over a period of time, BSWML is requested to compensate the Concessionaire for the revenue lost due to the shortfall in quantity, in order to help the concessionaire recover the CAPEX amount.	It is the responsibility of the bidder to assess the availability of the C&D waste within the jurisdictional areas and quote accordingly	
123	**General**		Request BSWML to add the clause stating that BSWML shall within the period mentioned in CA, pay the concessionaire the payments. In case of delayed payment, interest at the rate of SBI PLR + 2% shall be applicable.	The document condition prevails.	
124	Cl.2 Pg 11	The contractor will be responsible for lifting unclaimed **waste from areas**, as directed by BSWML officials, which otherwise	Kindly specify the unclaimed areas under which Concessionaire has to perform.	Refer to reply to query number 49.	

		cause nuisance to vehicular traffic, mainly on both sides of the roads and at junction points. The heaps of C&D waste dumped by road side/isolated, is to be cleared by the contractor.			
125	Article 2 DCA , Cl. 2.1.8 & 2.1.9	Contractor should attend all the sites **within 48 hours. The mechanism for surveillance of C&D** waste in order to avoid the duplication of waste collected & disposal should be implemented by the contractor. The same will be integrated with the BSWML control command centre. The responsibility of the contractor	How many sites to be covered within 48 hrs?	All sites within jurisdictional areas. Hence, No change.	
126	Cl.b Pg 12	In case the bulk generator transports the waste directly to the processing plants site on his own cost then the Bulk generator shall seek prior approvals for the accepted transport mechanism being accepted by BSWML the bulk generator has to pay the fee towards the processing fee to	Payment for processing the bulk generator waste to be paid to the Contractor not to the BSWML. Please modify accordingly.	The document condition prevails.	

		the processing plant agency as per the rates approved by BSWML. c. If there is a difference between the invoice generated by the waste generator and actual C&D Waste found on the site, Contractor shall inform BSWML			
127	Cl.13 Pg 12	Proper transportation permits should be obtained and the agency shall have the necessary permits.	Is this transportation permits to processing facility?	Since, it is a comprehensive tender including C&T and P&D, hence the bidder must have transportation permits during the execution of the contract.	
128	Cl.41 Pg 16	41. Schedule of Penalties: Penalty for Collection & Transportation of C&D Waste	Please add there should not be any penalty for initial 6 months from compliance date/commencement date.	The document condition prevails.	
129	Cl.1 Pg 17	If the total penalty amount reaches 10% of contract cost, BSWML may consider to terminate the contract	Request the authority to delete this provision. Blacklisting of a contractor should not occur after the contractor has invested so much money in the project. Kindly consider termination only if the contractor reaches a 10% penalty for a continuous period of 3	The document condition prevails.	

			months due to its event of default, other than force majeure or the things beyond his control.		
130	Cl.2 Pg 17	Rate of penalty will be increased by 10% every year rounding off to the nearest rupee.	Not acceptable. Across concession agreements, penalties are fixed for the entire concession period, it will not increase year by year. Hence please delete this provision.	The document condition prevails.	
131	Cl.46.4 Pg 19	This being a green initiative, may be entitled to Carbon Credits. The Contractor may be required to apply for availing the carbon credits, and can avail the same. If credits are generated, they will be shared in 70% (Concessionaire) to 30% (BSWML)	Requesting authority to allow Contractor to avail 100% carbon credits.	As per the GOI green initiative	
132	Cl.47.1 Pg 19	includes crushing, screening, and separation etc. that will maximize waste treatment and would ensure no more than 10% of input waste is sent for disposal	Kindly increase the percentage of inert material disposal from 10% to 20%.	The document condition prevails.	
133	Cl.47.1 Pg 19	contractor at his own cost in suitable land and for which no	Is the disposal facility is located within the processing	The disposal of inert shall be as per the dumping sites indicated	

		separate payment shall be made. The Selected Bidder shall be required to assess the quality and quantity of the C&D waste generated for arriving at the technology selection. The total system should be compliant with the applicable rules and guidelines, framed in India, for the purpose. The successful applicant shall bear the total cost towards land, setting up the facility including design built , collection & transportation of C & D waste from the places in BSWML limits to the processing plant site, processing & disposal of C & D waste and operation & maintenance cost, charges towards all statutory requirements etc. 47.2 Bidder shall offer to provide proven plant equipment & machinery from the manufacturers such	facilities or at some other location? please mention the location name and its area for handling the inerts for all the 5 facilities.	by BSWML and the same shall be bought out in concessionaire agreement.	
134	Cl.4.1.2 (i) Pg 26	[Provided assistance and facilitated in execution of	This is not relevant to this project. Please delete it.	Refer Addendum.	

		Power Purchase Agreement between the Concessionaire and Karnataka Electricity Board;]			
135	Cl.(P) Pg 28	[Made an application to Karnataka Electricity Regulatory Commission (the "Power Regulator") for fixing power tariff for the waste processing plant to be paid by the Karnataka Electricity Board, as provided Power Purchase Agreement (PPA) signed between Concessionaire and Karnataka Electricity Board separately];	Not relevant to this project scope, please delete it.	Refer Addendum.	
136	Clause 2.1.16- Scope of Proposal (Scope of Work) Pg 19	The Bidder has to dispose the inerts at the suitable location and appropriate manner as per the methodology and rules of the receiving area and with approvals from the competent authority.	Requesting authority to indicate the area and location for disposal of inert as per the norms. And what shall be compensation mechanism for carrying out Inerts to the disposal site.	The disposal of inert shall be as per the dumping sites indicated by BSWML and the same shall be brought out in concessionaire agreement	
137	Clause 2.1.22 - Scope of Proposal (Scope of Work) Pg 19	The successful bidder has to establish control room, workshop on the processing plant site itself.	If suitable land is not available within due course, Authority may provide a land for proposed facility on Hire/Sale/lease basis.	The document condition prevails.	

138	Clause 2.1.34 - Scope of Proposal (Scope of Work) Pg 20	The successful concessionaire is bound to accept the increased capacity to handle Collection & Transportation and processing within scope of work based on the accepted tipping fee during the contract.	The concessionaire will be considered up to +/- 10 to 15 % of incremental increase in a waste process with accepted tipping fee during the contract, If the C&D waste increase beyond the >15% this may impact increase the Machinery, Equipment, Land etc., of processing facility and disposal of waste in which land is also crucial to accommodate for the same, based on the above the tipping fee will also increase.	The tipping fee is per ton bases for C&T and P&D. The processing machinery shall have the range of minimum 70 TPH to 200 TPH capacity for processing based on the operational requirement to process the required capacities at each plant maybe considered & quote accordingly.	
139	Clause 43.2 – Phase-II, Construction Period –Eighteen Months	Complete the construction and commissioning of the C&D Waste Processing Facility in terms of the Agreement within 6 months from obtaining the required clearances and development of Collection & Transportation facilities as well as fleet of adequate, suitable vehicles through procurement/ hiring/ owned within 12 months from the date of LOA.	Bidder request to considered as 24 months from schedule of starting of construction the post EC, CTE (Consent to Establish), and excluding adverse weather conditions and force majeure if any.	The document condition prevails.	

140	General		Requesting Authority, what is the guaranteed quantity of C&D waste in TPD provided to concessionaire. please clarify and indicate the quantity.	The bidders are advised to establish the same by study the existing scenarios and accordingly the assessment may be made by bidders.	
141	General		Are there any Primary or secondary Transfer stations are to be constructed / developed by the concessionaire? Please clarify.	No, but maintaining of the same is within this scope of the concessionaire	
142	General	Land for site Development	Please specify who will provide Land? If the Land is to be provided by the BSWML, then what will be lease rent? Also the Identified Land for all the 5 Processing plants, their area with geo tagged locations to be shared. This sis very much essential for us in understanding our CAPEX and thus will provide a competitive bid.	Refer the reply to query number 94.	
143	General	Processing Site Land	The Land provided by Authority should be free from all encumbrances, Encroachments, Motorable approach roads and Inland	Yes.	

			water and electricity connection facility.		
144	PIM Summary Table A (page 6)	Primary and secondary transportation vehicles no..	Request you to provide the basis of this calculation, this will help us at the time of site survey and subsequently Financial quoting	Bidders are advice to adopted their own mechanism to arrive the vehicles.	
145	PIM Introduction Page 59	Bengaluru City is currently generating about 6700 TPD of C&D waste	The proposed project will cater 3000 TPD and existing will cater 1750 TPD ... what will happen with left of approx. 2000 TPD of C&D waste.	Based on need, GOK will take necessary action.	
146	PIM Clause 6.3(5)	The C&D Waste collection and transportation vehicles shall cover the area of BMMP and Bengaluru Urban district.	Understanding this project, it talks about Bangalore city only, not the Banagalore Urban district. Request Authority to clarify. Also if it is Bangalore Urban District, please mention the area and waste generated in those areas.	Jurisdiction is for the entire Bengaluru city. The package wise jurisdictional boundaries are already defined. The same shall be given to successful bidder to establish the route map and connect the same with the GPS/ RFID.	
147	RFP Definitions Page 9	Bid Project Cost Approved tipping fee per TPD multiplied with the total TPD under the contract for the **duration of one month.**	Need clarification on this definition	Refer clause (g) of DCA vide article 1.	

148	RFP Clause 1.6 Page 14	The first ranked Applicant shall be selected for negotiation (the "Selected Bidder")	What is the scope of negotiations if the Award of contract is based on QCBS method	BSWML at its discretion shall decide the negotiations. Hence, No change.	
149	RFP Clause 2.1(A)(b) Page 17	Unclaimed C&D waste: where the generator of C&D waste is difficult to be identified, for instance the C & D waste which is mainly found dumped across road side or in other residential, non-residential and open areas within the BSWML limits.	The scope of area for unclaimed waste is very large and this will be difficult while executing C&T as the C&T for C&D vehicles will not be able to cover narrow lanes.	Suitable vehicles need to be deployed by the agency to remove the C&D waste within jurisdiction irrespective of the width and breadth of access roads.	
150	RFP Clause 2.1(26) Page 20	The contractor should keep a track of the generation of construction and demolition waste within the BSWML limits and establish a database and update on a regular basis in-order to optimize its processing facility	Request to modify as the BSWML will keep a track of generation and will inform Contractor for its lifting.	The document condition prevails.	
151	RFP Clause 2.1(34) Page 20	It is proposed that all 4 Plants of 500 TPD Capacity processing facilities are required to establish with minimum 70 Ton/hour to 150 TPD of crushing plant capacity which can operate for 3 to 4 Hours about 500 TPD with 150 TPD crushing capacity	If the minimum requirement is 70 TPH, for 3- 4 hrs only then why is such the qualification sought is minimum 150 TPH. The experience qualification sought is very high and thus will not bring competitive bid.	The document condition prevails.	

		and 1000 TPD plants shall operate for 3-6 hours of plants.			
152	RFP 2.21(d)(1)	The Financial Evaluation of Bid is as per KPPP rules. 1. The financial bids of the packages shall be opened independently for each package after the technical evaluation and score of the bidders are determined. 2. The quoted rate for each individual package shall be ascertained independently and accordingly awarded the contracts of packages.	What is the package here? Is separate quote to be made for each processing facility. if yes then such provision is not outlined in the tender documents.	Refer Addendum.	
153	General	3000 TPD of waste C&T and Processing	Authority to guarantee minimum waste Quantum for this project.	The document condition prevails.	
154	General	Transfer stations	Who will bear the cost of development of transfer stations? Also, List of Proposed Transfer stations and the Area to be made more specific and clearer. This will help us in assessing cost as the scope is to fence the area.	Please refer clause no. 6.1.2 of DCA, it is clearly indicated that BSWML shall establish the transfer station and handed over to concessionaire.	

155	General		The DCA clause provisions are mostly inclined towards Solid Waste management Contracts. Requesting Authority to remove such clause and provide us a fresh RFP and DCA before Bid Submission due date as this will be part of Tender Document	The addendum are released with the amended clauses wherever applicable.	
156	General	2nd Pre Bid Queries	The time given for queries submission is less than a week, generally 15 days – 20 days is provided for such a large voluminous document. Also, these requires extensive site survey with respect to quantum estimation and Land clarity. Thus request you for 2nd pre Bid meeting with minimum 10 days from the reply of our Prebid Queries.	The required amendments posted through addendum and as such these addendums are pertaining to typographical errors/non-relevant clauses. As such there is no financial assessment is affected with these amendments to the document. Hence, all bidders are given equal opportunity to read, review the documents along with amendments posted in the portal. Hence, no 2nd pre bid meeting is proposed. Refer Corrigendum.	

157	Page 14, RFP, Clause 1.8	Pre-Proposal Conference	The pre-proposal conference has been kept just 4 days after uploading of the tender documents. Sufficient time has not been provided to examine the humongous documents. It is suggested that prospective bidders be allowed upto 29.7.2024 to submit pre-bid queries.	Refer to reply for query number 156.	
158	Tender title	Processing plants at 5 locations having processing capacity of 500 TPD each at 4 locations and 1000 TPD at 1 location including establishment of the processing plants	It is suggested that the work be divided into 3 packages of 1000TPD each and one package be given to one concessionaire, so that the dependence on a single operator can be avoided.	The document condition prevails.	
159	Page 18, clause 2.0 (9)	Medium Generators: Concessionaire shall provide door-to-door collection facility. Generators have to book a request and make payment.	To whom would the generators make the payment: BSWML or the contractor. The bid document does	Refer to reply to query number 76.	

			not provide procedure for booking and the rates at with the generators have to make payments.		
160	Page 18 clause 2.0 (11)`	Contractor has to install Load Cells / on Board weighing mechanism on all vehicles	Kindly provide details of mechanism by which on site weighment can be made through on-Board weighment systems.	Refer to reply to query number 72.	
161	Page 19 clause 2.0 (13)	The contractor has to market and promote its services for lifting of claimed C&D waste	The area of operations under different contracts be demarcated by BSWML and issue notifications making it compulsory for the generators to avail the services of the contractors.	No change. Refer to clause number 4.5 of PIM document for awareness program clarification.	
162	Page 21 Clause 2.0 (37)	Mobilization period	Mobilization period of 1 month for such a huge project is too short as any contract would need time for financial closure and procurement of	Refer to reply to query number 06.	

			assets. Mobilization period should be at least 6 to 9 months.		
163	Page 20 Clause 34	It is proposed that all 4 Plants of 500 TPD Capacity processing facilities are required to establish with minimum 70 Ton/hour to 150 TPD of crushing plant capacity which can operate for 3 to 4 Hours about 500 TPD with 150 TPD crushing capacity and 1000 TPD plants shall operate for 3-6 hours of plants	Kindly advice the requirement for a 150 TPH crushing plant for a processing facility of 500 TPD. Considering the plant may operate in a 8 hour shift, a 70 TPH plant should be sufficient.	The processing machinery shall have the range of minimum 70 TPH to 200 TPH capacity for processing based on the operational requirement to process the required capacities at each plant maybe considered & quote accordingly.	
164	Page 37	Commercial Operations Date	Please define the commercial operations date	Refer article 33 (S. No. 26)	
165	Page 23-24	Penalties	The proposed penalties are stiff. They should be rationalised and penalties should have a maximum cut-off of 5 % of monthly billing.	The document condition prevails.	
166	Page 25 Clause 43	Contract period	Contract period of 15 years is too short for a project of this size and for the contractor to recover the	Refer addendum.	

			investment made. It should be atleast 20 years as is done by othe cities like Mumbai and Delhi.		
167	Page 25 Clause 43.1 and 43.2	Mobilization period	This clause seems to be in contradiction with clause 37 on page 21. Kindly clarify. Further, the DCA mentions mobilization period as 3 months in Article 2 clause 37.	Refer to reply to query number 06.	
168	Page 26 Clause 47.1	The successful applicant shall bear the total cost towards land.....	Please specify if the authority is to provide the land for setting up of processing facility or the contractor has to procure the land.	The land for processing facility shall be provided by concessionaire. However, the clearances must be obtained by successful bidder.	
169	Page 28 clause 48.1	Responsibility of the successful bidder to develop his own private land of minimum 5 Acres for each model of minimum 70 TPH and up to 200 TPH process for the 500 TPD capacity of C&D waste to be collected for the process at 500 TPD plant location for such plants at four locations similar treatment process for 1000 TPD and	It is assumed that the cost of land at Bengaluru would is exorbitant and procuring aover 30 acres of land would increase the cost of project to unviable levels. It is suggested	Refer to reply for query number 168.	

		adequate for storage C&D Waste Received as per the project requirement, obtain the necessary clearances required to develop the land, level the site and any other activity related to land development	that the Authority provide adequate land for each processing plant free of cost for making the project viable and keeping the cost to Authority low.		
170	Page 29 Clause 2.1.1 (a)	The term applicant means a single entity or a group of entities (Joint Venture / Consortium)	There are numerous instances of disputes amongst the consortium/ JV members which adversely effects the project. Waste management being an essential service, it is suggested that JV/Consortium should not be allowed. Further, Experience of an associate has been allowed by the Associate has not been defines. The percentage shareholding applicant must have in the Associate	No change. Refer to clause 2.3.3 vide article 2 of RFP for further clarification.	

			should also be elaborated, Would an applicant be allowed to participate if its associate is terminated/ backlisted/ debarred due to poor performance or its parent/ subsidiary concern has become bankrupt/ insolvent.		
171	Page 30 Clause 2.1.4 Key personnel	The Applicant shall offer and make available all key personnel meeting the requirements and for discharging the responsibilities specified below (the "Key Personnel").	The educational qualifications, experience and responsibilities desired of Key Personnel are acceptable. But, there is no candidates and providing their CV's with the bid. Similar key personnel are employed by us at our other projects. The details of the actual persons to be deployed for this	Refer to reply for query number 64.	

			project, confirming to the RFP condition's of qualifications and experience, should be asked for only after award of work.		
172	Page 46 Clause 2.16.1.o	The hard copy of the Bid Security, Power of Attorney, Joint Bidding Agreement, Subcontractor Undertaking (if applicable), etc. will be submitted through KPP portal only duly signed on each page of the bid document , which will be super-scribed	Please specify the mode for submission of hard copy	Refer to Clause no. 2.16.1. q at page no. 39 of RFP	
173	Page 55 Clause 2.26.2	The BSWML expect all the Key Personnel to be available during implementation of the Agreement. The BSWML will not consider substitution of Key Personnel except for reasons of any incapacity or due to health.	How can a contractor be penalized for voluntary or unilateral withdrawal of any key personnel from a project by virtue of better opportunities available etc. Further, a very heavy weightage has been given under the QCBS to experience of key personnel.	The document condition prevails.	

			More weightage should be given to bidders experience of similar works. A bidder cannot control the movement of any employee or take firm commitment from him even before the project is awarded.		
174	Clause 3.1.5 Financial Standing	5 financial years preceding the proposal due date	Please specify the financial years for which information has to be provided, as the accounts for 2023-24 are being audited. Would audited information upto 2022-23 be acceptable.	Un-audited reports for the current financial year certified by Charted Accountant is acceptable.	
175	Clause 3.1.6 (i)	Transportation of Municipalities waste or C&D waste or quarry dust or agricultural waste or any kind of Waste for Government projects. The certificate for the quantification should be issued by not lower than the rank of Executive Engineer rank, having estimated quantity of	Eligibility criteria should be based on the bidders past experience as per CVC guidelines. Like one project of 80% of the proposed capacity, or two	The document condition prevails.	

		10,80,000 Tons in any one year during last 5 years	projects of 60% proposed capacity or three projects of 40% of proposed capacity. Under the present clause, If we have experience of transportation of 432000 MT of waste in one work, would we be still eligible to participate. Kindly clarify in details the marking criteria under this clause.		
176	Clause 3.1.6 (i)	Multiple MoU's with manufacturers.	Please clarify the purpose of having multiple MoU,s to obtain 15 marks, as MoU with any one of the specified manufacturer be sufficient to be eligible for the project.	The document condition prevails.	
177	Appendix I Form 15 and 16	Deployment of person el and Survey & filed investigations	Please clarify the requirement for this information.	This information is only pertaining execution stage and not for bidding purpose.	
178	Page 59 of PIM Clause 1.1	it has been decided by BSWML to establish a dedicated processing plants	This is in contradiction to	No change.	

		through PPP model by providing land to propose/establish about 4 processing plant of 500 TPD each and one plant of 1000 TPD at identified locations of: (a) South and South East, (b) South and Southwest, (c) North and Northwest	Clause 48.1 on page 28 of RFP. Kindly clarify. Please also indicate the locations of the proposed processing plants and the area of land available.	The indicative locations are shared in PIM. Kindly refer Annexure:1 of PIM.	
179	DCA Article 2 Penalties	Rate of penalty will be increased by 10% every year rounding off to the nearest rupee.	In no concession agreement penalties are enhanced yearly. You are providing escalation at only 5%. This is unjustified and should be withdrawn.	The document condition prevails.	
180	DCA Article 2 The Concession	Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, BSWML, awards to the Concessionaire the concession set forth herein including exclusive right, license and BSWML to establish the processing facilities and transport mechanism (the "Concession"), during the period of [24 (twenty four) months]for C&D Waste at the Collection, Transportation and Processing facilities as well as	This is in contradiction of what is mentioned at various places in the scope of work. Kindly clarify.	Refer Addendum	

183	DCA Article 10 clause 10.1	Schedule 8 Details of sites	There are not details of sites in the Schedule 8. Details may please be provided including location and size (area).	Refer to annexure 1 of PIM for indicative locations of site.	
184	DCA Article 6 Clause 6.1.2 (a)	identify and earmark / allocate parcel(s) of land, by itself, within or outside the Project Area for the purpose of setting up of Project Facilities including transfer stations	Please provide details of such parcels of land, including location and size (area)	Refer to annexure 1 of PIM for indicative locations of site. For indicative size of plant refer annexure 2 of PIM	
185	DCA Article 18	Payments	Kindly clarify the Bid Project Cost during the construction phase and O & M phase in unambiguous terms and also the payment mechanism that shall be followed by the Authority.	Refer Addendum	
186	ARTICLE 29 VARIATION	The project of 3000 TPD C&D waste collection, transportation & processing has proposed payment to Concessionaire on monthly tipping fee basis. The provision of escalation of 5% yearly & WPI revision has been considered in this model.	Price variation formula should be elaborated, whether cumulate enhancement would be allowed.	The document condition prevails.	

		Construction of Project Facilities, and Operation and Maintenance Period of [15 (fifteen) years] commencing from Commercial Operation Date (the "COD") of the Processing facilities, and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth in this Agreement.			
181	DCA Article 4 Clause 4.1.3 (o)	Ensure no fresh Waste is dumped at the unauthorized spots within defined jurisdiction of the concessionaire assigned to collect, transfer 3000 TPD C&D Waste	How can this be ensured by the concessionaire even before the project is started completely?	Refer the clause number 41 vide article 2 and adhere to the same.	
182	DCA Article 5 Clause 5.7.3	Any Consortium member other than the Lead Member shall be allowed to exit the Consortium anytime during the Concession Period post COD	The Lead member should be the entity having requisite technical experience, otherwise any inexperienced entity may form a JV with someone having experience in C & D, who would leave the JV after COD and leave the project to an inexperienced player.	Refer the clause 5.7 vide article 5 of DCA for further clarification.	

187	General		It appears that department has estimated the waste generation on a higher side without considering in-situ or neighbourhood consumption of waste. To secure the lenders, normally government departments assure 85% of the estimated quantity. You are requested to kindly consider the same	The total estimated quantity is 6700 TPD (approximately). The existing commitment of 1750 TPD has been discounted from the total available quantity. The net available quantity for this package to Processing & Disposal is 4950 TPD whereas the quantity considered for Processing & Disposal under this package is 3000 TPD which is about 60% of available quantity for processing. The bidders are requested to establish the available quantities for processing and the payment for the same shall be done as indicated vide clause 2.1.34 under article 2 of DCA. The same has been mentioned in RFP vide point no: 34 of scope of work in chapter 2 of Instructions to Applicants. Hence, RFP condition prevails.	
188	General		Would you consider bidders (or their parent/ subsidiary/	The documents/ information submitted by bidder shall be verified by authority. Please refer RFP document for PITA vide Form-2 and Information	

			group/ associate) who have' terminated or blacklisted due to poor performance or abandonment or fraud / malpractices in the past?	on Litigation vide Form -18. The RFP condition prevails. RFP condition prevails. Further, agency individual JV Partner shall jointly declare in the format attached with the addendum in an affidavit form attached.	
189	General		Based on our experience it is requested that department should stagger the commissioning of plants in parts so that the plants do not remain underutilized.	As per the availability of C&D waste processing quantity, all 5 plants are required to be established simultaneously as per the orders given by BSWML to the successful bidder during signing of agreement. The staggering of establishment of the facilities is at the discretion of BSWML, based on the need arising during the contract. As such all 5 plants are required to be established as per the clauses and conditions of contract documents.	

Chief Engineer &
Chief General Manager (Tech)
BSWML

CE & CGM
BSWML